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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)
Office Action Summary	10/631,101	ANDERSON, GLEN J.
	Examiner	Art Unit	
	ISAAC T. TECKLU	2192	

-- *The MAILING DATE of this communication appears on the cover sheet with the correspondence address* --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on *15 October 2008*.

2a) ☒ This action is **FINAL.**   2b) ☐ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) *1-3, 5-19, 21-35 and 37-50* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) *1-3, 5-19, 21-35 and 37-50* is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a) ☐ All   b) ☐ Some * c) ☐ None of:

      1. ☐ Certified copies of the priority documents have been received.

      2. ☐ Certified copies of the priority documents have been received in Application No. _____.

      3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage
         application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

1.   Claims 4, 20 and 36 have been cancelled.

2.   Claims 1- 3, 5-19, 21-35 and 37-50 have been examined.

Claim Rejections - 35 USC § 112

3.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and

distinctly claiming the subject matter which the applicant regards as his invention.

4.   Claims 1-3, 5-19, 21-35, 37-50 are rejected under 35 U.S.C. 112, second paragraph, as

being indefinite for failing to particularly point out and distinctly claim the subject matter which

applicant regards as the invention.

The terms "beyond" and "may" in claims 1, 16, 17, 32, 33 and 48 (line 5) are relative

terms which render the claim indefinite. The terms "beyond" and "may" are not defined by the

claim, the specification does not provide a standard for ascertaining the requisite degree, and one

of ordinary skill in the art would not be reasonably apprised of the scope of the invention.

According to the above limitation, it is not definite whether the expiration date allows the user to

utilize the software for any level of usage. Thus, the level of usage permitted to the user is not

definite. For compact prosecution, the limitation has been considered as – determining an

expiration date of said fee-based software residing on the computer system --.

Dependent claims 2-3, 5-15, 18-19, 21-31, 34-35, 37-47 and 49-50 are rejected for not

remedying to the indefinite teaching in the base claims.

Response to Arguments

5.   Applicant's arguments filed 04/25/2008 have been fully considered but they are not

persuasive.

a)   The Applicant argued that "with respect to paragraph [0012], it is clear that the

'outdated' software still functions (i.e., is not expired), but merely prevents the user from being

provided with a 'new service." Thus, it is respectfully submitted that paragraph [0012] also does

not contain a teaching or suggestion with respect to determining an expiration date beyond which

a user may no longer use fee-based software residing on a computer system." (page 3).

In response to the above argument, the examiner would like to reiterate that prior art of

record, Sakata does disclose determining an expiration date of fee-based software. Even if

arguably outdated software still functions, it is respectfully submitted that Sakata discloses

expiration date referring to software becoming inoperative as evidenced in the following

paragraphs:

[0021] Alternatively, in this specification, the term "an expiration date" is used as a term meaning not only a time limit with respect to time but also a threshold value with respect to the number of times, namely, the number of times of access or effectiveness unless otherwise specified.

[0028] Therefore, by setting the expiration date for each function of the terminal, it is possible to make the user reconfirm the expiration date in the processing that the function, of which expiration date has expired, sequentially becomes inoperative, so that it is possible to motivate the user to renew the expiration date. Alternatively, it is possible to secure a communication opportunity for access from the terminal side to the server side as a part of the expiration date management, so that it becomes possible for the server to collect the data from the terminal and to transfer the necessary software to the terminal (emphasis added).

[0029] Additionally, if the function is merely made inoperative when the expiration date thereof expires, an error such that the function is inoperative is communicated to the user when the user attempts to use the inoperative function, so that the user is forced into selecting another function. According to the present invention, in order to solve this problem, it can be referred as a parameter whether or not a content or an application is within the expiration date period and the inoperative function or the inoperative content is not displayed on a menu screen, so that the user is not able to use the function or content.

[0102] Therefore, the terminal has an opportunity to communicate with the expiration date renewal server every regular period. As a result, it becomes possible for the expiration date renewal server to collect the terminal information necessary for the maintenance to download software for a new service and to renew the portal screen at the terminal side including the guide information to the user in this opportunity (emphasis added).

[0181] Alternatively, as a part of the monitoring of the expiration date, it is possible to secure a communication opportunity of making a call from a terminal side to a server side, so that it becomes possible that the server collects the data of the terminal by the use of this opportunity and the necessary software is transferred from the server to the terminal. As a result, it is possible to offer a better service to the terminal.

Thus, it is respectfully submitted that the above argument is not persuasive and the rejections will stand as set forth in the above office action.

b)   The Applicant argued that "with respect to the first point, paragraph [0013] only discloses offering a set top box having software to a user. It is respectfully submitted that, even reading the word "alternative" broadly, that paragraph [0013] does not contain a teaching or suggestion that the set top box having software is offered an "alternative" to anything, much less alternative software to the fee-based software as recited in amended claim 1." (page 3)

The examiner disagrees with the above assertion. Examiner would like to reiterate that the word "alternative" is broadly interpreted as "choice, another version, more possibilities, etc. It is clear that the software expires or becomes disabled when the function of the software expires. Sakata clearly teaches a business mode is considered such that a set top box (STB) or the like with a short lifetime of <u>software is offered</u> to the user by a rental agreement or a lease agreement (paragraph [0013], emphasis added). Furthermore, Sakata describes that "as a part of the <u>monitoring of the expiration date,</u> it is possible to secure a communication opportunity of making a call from a terminal side to a server side, so that it becomes possible that the server collects the data of the terminal by the use of this opportunity and <u>the necessary software</u> (alternative software) <u>is transferred from the server to the terminal</u>. As a result, it is possible to <u>offer a better service</u> to the terminal" (paragraph [0181], emphasis added). Thus, when the software expires, new software is offered as an alternative to the expired software from the server. Accordingly, the above argument is not persuasive.

The Applicant argued that "with respect to the second point, it is respectfully submitted that 'transferring necessary software from a server to a terminal to offer a better service to the terminal' is also not the same thing as 'offering alternative software to fee-based software based

on the expiration date of the fee-based software' because, *inter alia,* the act of 'transferring

necessary software' is not the same as the act of "offering alternative software." (page 4).

The examiner respectfully disagrees with the above assertion. It is clear that the prior art,

Sakata teaches offering alternative software to fee-based software users based on the expiration

date. Once the expiration date is detected, alternative software (newer version software) is

offered from the server (paragraph [0181]). Sakata clearly teaches a business mode is considered

such that a set top box (STB) or the like with a short lifetime of <u>software is offered</u> to the user by

a rental agreement or a lease agreement (paragraph [0013], emphasis added). Furthermore,

Sakata describes that "as a part of the <u>monitoring of the expiration date</u>, it is possible to secure a

communication opportunity of making a call from a terminal side to a server side, so that it

becomes possible that the server collects the data of the terminal by the use of this opportunity

and <u>the necessary software</u> (alternative software)<u> is transferred from the server to the terminal</u>.

As a result, it is possible to <u>offer a better service</u> to the terminal" (paragraph [0181], emphasis

added). Furthermore, it is clear from FIG. 25 that content (software, programs games etc) is

offered to the user once current date with stored expiration date is compared (see FIG. 25,

S2506-2507).

The Applicant argued that "in the context of the teachings of the Sakata reference,

"replacing outdated software" and "transferring necessary software to offer better service" are

clearly different than "offering alternative software to fee-based software based on an expiration

date of fee-based software," as recited in claim 1." (Page 5).

The examiner disagrees with the above assertion. It is clear that by offering the software

to a user, the reason is to replace the existing software and Sakata describes that as a part of the

monitoring of the expiration date, it is possible to secure a communication opportunity of making

a call from a terminal side to a server side, so that it becomes possible that the server collects the

data of the terminal by the use of this opportunity and the necessary software (alternative

software) is transferred from the server to the terminal. As a result, it is possible to offer a better

service to the terminal (paragraph [0181], emphasis added) Furthermore, it is clear that when a

software is expired, the function of the software is impaired or disabled. Furthermore, Sakata

teaches that the server communicates with the terminal on a timely basis to detect expiration date

and offer new software as clearly evidenced in the following paragraph [0102] "the terminal has

an opportunity to communicate with the expiration date renewal server every regular period. As

a result, it becomes possible for the expiration date renewal server to collect the terminal

information necessary for the maintenance to download software (replace the expired software)

for a new service and to renew the portal screen at the terminal side including the guide

information to the user in this opportunity". Thus, it is respectfully submitted that the above

argument is not persuasive and the rejections will stand as set forth in the above office action.

Claim Rejections - 35 USC § 103

6.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth

in section 102 of this title, if the differences between the subject matter sought to be patented and the prior

art are such that the subject matter as a whole would have been obvious at the time the invention was made

to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be

negatived by the manner in which the invention was made.

7.   Claims 1- 3, 5-19, 21-35 and 37-50 rejected under 35 U.S.C. 103(a) as being

unpatentable over Sakata et al. (US 2003/0033601 A1 - hereinafter Sakata) in view of Cheng et

al. (US 6,763,403 B2 - hereinafter Cheng).

        As per claim 1 (Currently Amended), Sakata discloses a method for offering alternative

software, comprising:

        determining an expiration date beyond which a user may no longer use said fee-based

software residing on the computer system (e.g. FIG. 2, device 67 "Expiration date checking

device" and related text); and

        offering the user alternative software to the fee-based software based on the expiration

date of the fee-based software (paragraph [0013] "... software is offered to the user by rental or

lease agreement..." and paragraph [0014] "... software is replaced with new software ...").

        Sakata does not explicitly disclose scanning a computer system of a user to detect fee-

based software residing on a said computer system of the user. However Cheng discloses a

method to notify users about new software update information, and new software products for

which the user has expressed an interest. As illustrated by FIG. 2, analyze 204 analyzes client

computer to determine list of installed fee-based software. Therefore it would have been

obvious to one skilled in the art at the time of the invention was made to scan a computer

system of a user to determine list of installed software as once suggested by Cheng in FIG.2 and

related section.

As per claim 2, Sakata discloses the method of claim 1, further comprising the step of

transmitting a message to a software vendor at predetermined time intervals prior to the

expiration date (paragraph [0169] "… determining effectiveness of an expiration date transmits

the current date which is obtained from the date information obtaining …")

Sakata does not explicitly disclose wherein the software of the user was not authored by

the software vendor and is detected by a monitoring program. However Cheng discloses

authenticating registered user by the service provider using conventional authentication

mechanisms (col. 7:45-50 and FIG. 2, element 203). Therefore it would have been obvious to

one skilled in the art at the time of the invention was made to authenticate user to ensure that

only users who are properly authorized by the service provider can obtain updates for software

products as once suggested by Cheng (col. 7:45-50).

As per claim 3, Sakata discloses the method of claim 2, further comprising the step of

providing the monitoring program on at least one of the computer of the user, a computer

network, and a computer of the software vendor (e.g. FIG. 4 and FIG. 6 and related text).

As per claim 5, Sakata discloses the method of claim 1, further comprising, after the

offering step, providing the alternative software to the user in response to receiving an

affirmative response from the user (paragraph [0099] "... response to a questionnaire which the user has filled out ...").

As per claim 6, Sakata discloses the method of claim 1, further comprising, after the offering step, in response to receipt of a negative response from the user re-notifying the user of the offer for the alternative software at a specified time interval after the receipt of the negative response (in column 8, lines 20-30 "... upon a user filling out the form ...").

As per claim 7, Sakata discloses the method of claim 1, wherein the expiration date is determined by a monitoring program (paragraph [0111]).

As per claim 8, Sakata discloses the method of claim 7, wherein the monitoring program resides on the computer of the user and determines the expiration date by scanning at least one of: the files corresponding to registration of the software by the user, file types associated with software, and an installation date of software (paragraph [0111] "... start time may also be monitored ...").

As per claim 9, Sakata discloses the method of claim 1, wherein the determining step comprises querying the user on the expiration date of software and the offering step is based on a response to the query (paragraph [0099] "... response to a questionnaire which the user has filled out ...").

As per claim 10 (Currently Amended), Sakata discloses the method of claim 9, further comprising, after the offering step, in response to receipt of a negative response from the user re notifying the user of the offer for the alternative software at a specified time interval after the receipt of the negative response (in column 8, lines 20-30 "… upon a user filling out the form …").

As per claim 11, Sakata discloses the method of claim 1, further comprising storing information detected from the software in a database, and customizing alternative software offers based on the information in the database (paragraph [0181] "… necessary software is transferred from the server to the terminal …").

As per claim 12, Sakata discloses the method of claim 11, wherein the offering step comprises offering at least one of replacement software, complementary software, and supplementary software (paragraph [0181] "… necessary software is transferred from the server to the terminal …").

As per claim 13, Sakata discloses the method of claim 11, further comprising detecting software characteristics selected from the group consisting of type of software, file types associated with the software, expiration date, frequency of use, and date of download or installation (e.g. FIG.8 and related text).

As per claim 14, Sakata discloses the method of claim 13, wherein the offer of alternative

software is based on the detected software characteristics (e.g. FIG.8 and related text).

As per claim 15, Sakata discloses the method of claim 1, further comprising the steps of:

installing a monitoring program on the computer system of the user (e.g. FIG. 9 and

related text); and

receiving notification of the expiration date of software on the computer system (in

column 8, lines 20-30 "… upon a user filling out the form …").

As per claim 16 (Currently Amended), this is another method version of the claimed

method discussed above (Claims 1 and 13), wherein all claim limitations have been addressed

and/or covered in cited areas as set forth above and below.

wherein the fee-based software is provided by a first software vendor (paragraph [0014]

'… software is replaced with new software … provide the updated service…") and

The teachings of Sakata substantially disclosed the invention as claimed. However,

Sakata was silent about the offer of software is made by a second software vendor different

from the first software vendor. Nevertheless, Sakata discloses wherein the fee-based software is

provided by a first software vendor (paragraph [0014] '… software is replaced with new

software … provide the updated service…"). Thus it is respectfully submitted that it would have

been obvious to one of ordinary skill in the art at the time the invention was made to take the

suggestions of Sakata related to making an offer by a software vendor to include providing a

fee-based software by a second software vendor different from the first software vendor in order

to sell or market another version of the pre-installed software by a second software vendor.

It has been noted that, a claimed invention is unpatentable if the differences

between it and the prior art are "such that the subject matter as a whole would have been

obvious at the time the invention was made to a person having ordinary skill in the art."

35 U.S.C. § 103(a) (2000); *KSR Int'l v. Teleflex Inc.,* 127 S.Ct. 1727, 1734 (2007);

Graham v. John Deere Co., 383 U.S. 1, 13-14 (1966).

In *Graham,* the Court held that that the obviousness analysis is bottomed on

several basic factual inquiries: "[(1)] the scope and content of the prior art are to be

determined; [(2)] differences between the prior art and the claims at issue are to be

ascertained; and [(3)] the level of ordinary skill in the pertinent art resolved." 383 U.S. at

17. *See also KSR,* 127 S.Ct. at 1734. "The combination of familiar elements according to

known methods is likely to be obvious when it does no more; than yield predictable

results." *KSR,* at 1739.

"When a work is available in one field of endeavor, design incentives and other

market forces can prompt variations of it, either in the same field or in a different one. If

a person of ordinary skill in the art can implement a predictable variation, § 103 likely

bars its patentability." *Id.* at 1740.

"For the same reason, if a technique has been used to improve one device, and a

person of ordinary skill in the art would recognize that it would improve similar devices

in the same way, using the technique is obvious unless its actual application is beyond his

or her skill." *Id.*

"Under the correct analysis, any need or problem known in the field of endeavor

at the time of invention and addressed by the patent can provide a reason for combining

the elements in the manner claimed." *Id.* t 1742.

As per claim 17 (Currently Amended), this is the system version of the claimed method

discussed above (Claim 16), wherein all claim limitations have been addressed and/or covered

in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 18, Sakata discloses the system of claim 17, further comprising a

monitoring program for detecting the fee-based software; and

means for transmitting a message to a software vendor at predetermined time

intervals prior to the expiration date (paragraph [0169] "... determining effectiveness of an

expiration date transmits the current date which is obtained from the date information obtaining

...");

Sakata does not explicitly disclose wherein the software of the user was not authored by

the software vendor and is detected by a monitoring program. However Cheng discloses

authenticating registered user by the service provider using conventional authentication

mechanisms (col. 7:45-50 and FIG. 2, element 203). Therefore it would have been obvious to

one skilled in the art at the time of the invention was made to authenticate user to ensure that

only users who are properly authorized by the service provider can obtain updates for software
products as once suggested by Cheng (col. 7:45-50).

As per claim 19, Sakata discloses the system of claim 18, wherein the monitoring
program resides on at least one of the computer of the user, a computer network, and a
computer of the software vendor (e.g. FIG. 4 and FIG. 6 and related text).

As per claim 21, Sakata discloses the system of claim 17, further comprising means for
providing the alternative software to the user in response to an affirmative response from the
user (paragraph [0099] "… response to a questionnaire which the user has filled out …").

As per claim 22, Sakata discloses the system of claim 17, further comprising means
for, responsive to receipt of a negative response from the user, renotifying the user of
the offer for the alternative software at a specified time interval after the receipt of the
negative response (in column 8, lines 20-30 "… upon a user filling out the form …").

As per claim 23, Sakata discloses the system of claim 17, further comprising a
monitoring program for determining the expiration date (paragraph [0111]).

As per claim 24, Sakata discloses the system of claim 23, wherein the monitoring
program resides on the computer of the user and is capable of determining the expiration date by
scanning at least one of: the files corresponding to registration of the software by the
user, file types associated with software, and an installation date of software (paragraph [0111]
"… start time may also be monitored …").

As per claim 25, Sakata discloses the system of claim 17, further comprising means for

querying the user on the expiration date of software and the means for offering is adapted to

offer alternative software based on a response to the query (paragraph [0099] "… response to a

questionnaire which the user has filled out …").

As per claim 26, Sakata discloses the system of claim 25, further comprising,

means for, responsive to the receipt of a negative response, renotifying the user of the

offer for the alternative software at a specified time interval after the receipt of the negative

response (in column 8, lines 20-30 "… upon a user filling out the form …").

As per claim 27, Sakata discloses the system of claim 17, further comprising a database

for storing information detected from the software and means for customizing an alternative

software offer based on the information in the database (paragraph [0181] "… necessary

software is transferred from the server to the terminal …").

As per claim 28, Sakata discloses the system of claim 27, wherein the alternative

software offer is for at least one of replacement software, complementary software, and

supplementary software (paragraph [0181] "… necessary software is transferred from the server

to the terminal …").

As per claim 29, Sakata discloses the system of claim 27, further comprising means for

detecting software characteristics selected from the group consisting of type of software, file

types associated with the software, expiration date, frequency of use, and date of download or

installation (e.g. FIG.8 and related text).

As per claim 30, Sakata discloses the system of claim 29, further comprising rules for the

detected software characteristics, the rules forming the basis for the offer of alternative software

(in column 8, lines 20-30 "... upon a user filling out the form ..." and e.g. FIG. 9 and related

text).

As per claim 31, Sakata discloses the system of claim 17, further comprising:

means for installing a monitoring program on the computer system of the user (e.g. FIG.

9 and related text); and means for receiving notification of the expiration date of software on the

computer system (in column 8, lines 20-30 "... upon a user filling out the form ...").

As per claim 19, this is the system version of the claimed method discussed above (Claim

3), wherein all claim limitations have been addressed and/or covered in cited areas as set forth

above. Thus, accordingly, these claims are also obvious.

As per claim 21, this is the system version of the claimed method discussed above (Claim

5), wherein all claim limitations have been addressed and/or covered in cited areas as set forth

above. Thus, accordingly, these claims are also obvious.

As per claim 22, this is the system version of the claimed method discussed above (Claim 6), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 23, this is the system version of the claimed method discussed above (Claim 7), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 24, this is the system version of the claimed method discussed above (Claim 8), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 25, this is the system version of the claimed method discussed above (Claim 9), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 26, this is the system version of the claimed method discussed above (Claim 10), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 27, this is the system version of the claimed method discussed above (Claim 11), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 28, this is the system version of the claimed method discussed above (Claim 12), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 29, this is the system version of the claimed method discussed above (Claim 13), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 30, this is the system version of the claimed method discussed above (Claim 14), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 31, this is the system version of the claimed method discussed above (Claim 15), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 32, this is system version of the claimed method discussed above (Claims 16), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 33 (Currently Amended), this is the computer-readable medium version of the claimed method discussed above (Claim 1), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 34, this is the computer-readable medium version of the claimed method discussed above (Claim 2), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 35, this is the computer-readable medium version of the claimed method discussed above (Claim 3), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 37, this is the computer-readable medium version of the claimed method discussed above (Claim 5), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 38, this is the computer-readable medium version of the claimed method discussed above (Claim 6), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 39, this is the computer-readable medium version of the claimed method discussed above (Claim 7), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 40, this is the computer-readable medium version of the claimed method discussed above (Claim 8), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 41, this is the computer-readable medium version of the claimed method discussed above (Claim 9), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 42, this is the computer-readable medium version of the claimed method discussed above (Claim 10), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 43, this is the computer-readable medium version of the claimed method discussed above (Claim 11), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 44, this is the computer-readable medium version of the claimed method discussed above (Claim 12), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 45, this is the computer-readable medium version of the claimed method discussed above (Claim 13), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 46, this is the computer-readable medium version of the claimed method discussed above (Claim 14), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 47, this is the computer-readable medium version of the claimed method discussed above (Claim 15), wherein all claim limitations have been addressed and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also obvious.

As per claim 48 (Currently Amended), this is computer-readable medium version of the claimed method discussed above (Claims 16), wherein all claim limitations have been addressed

and/or covered in cited areas as set forth above. Thus, accordingly, these claims are also

obvious.

As per claim 49, Sakata of Sakata substantially disclosed the invention as claimed above.

However, Sakata was silent about wherein the fee-based software is provided by a first software

vendor, and the alternative software is provided by a second software vendor, the second

software vendor being different from the first software vendor. Nevertheless, Sakata discloses

wherein the fee-based software is provided by a first software vendor (paragraph [0014] '…

software is replaced with new software … provide the updated service…"). Thus it is

respectfully submitted that it would have been obvious to one of ordinary skill in the art at the

time the invention was made to take the suggestions of Sakata related to making an offer by a

software vendor to include providing a fee-based software by a second software vendor different

from the first software vendor in order to sell or market another version of the pre-installed

software by a second software vendor.

As per claim 50, Sakata discloses the method of claim 1, wherein the expiration

date of said fee-based software is the date before which a license fee must be paid to

maintain a license for the fee-based software (paragraph [0101] "…function expires… paid

utilization fee…").

Conclusion

8.   Applicant's amendment necessitated the new ground(s) of rejection presented in this

Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

        A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period

will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from the date of this

final action.

        Any inquiry concerning this communication or earlier communications from the

examiner should be directed to ISAAC T. TECKLU whose telephone number is (571) 272-7957.

The examiner can normally be reached on M-TH 9:300A - 8:00P.

        If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Tuan Q. Dam can be reached on (571) 272-3695. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Isaac T Tecklu/   /Tuan Q. Dam/
Examiner, Art Unit 2192   Supervisory Patent Examiner, Art Unit 2192